IN THE HIGH COURT OF JUDICATURE AT BOMBAY

ORDINARY ORIGINAL CIVIL JURISDICTION

SUMMONS FOR JUDGMENT NO.53 of 2007

IN

SUMMARY SUIT NO.3585 OF 2006

ZEAL Marketing Pvt.Ltd. ...Plaintiff.

vs.

ABG Shipyard Ltd. ...Defendant.

Mr.R.S.Raymand with V.P.Shastri i/b. Raymand & Co., for Plaintiff.

Mr.K.R.Shroff i/b. Pamnani & Pamnani Associates, for Defendant.

CORAM: D.K.DESHMUKH, J.

DATED: 6th MARCH,2007.

P.C.:

1. The learned counsel appearing for plaintiff is not in a position to point out a written contract on the basis of which he has filed this summary suit. According to the defendant, there is no written contract even pleaded by the plaintiff on which the plaintiff bases its claim in the summary suit. Obviously, therefore, suit is not maintainable in the the summary jurisdiction. The defendant is,

therefore, entitled to leave to defend. Summons for judgment is disposed of. The defendant is granted unconditional leave to defend the suit. Written statement to be filed within four weeks from today.